

ARTICLE 4: GEOGRAPHIC SCOPE OF THE AGREEMENT

The geographic scope of the Agreement shall cover the Trade between ports and points in any foreign country and ports and points in the United States, on the one hand, and Trade between ports and points in the United States and ports and points in any foreign country, on the other hand (hereinafter referred to as the "Trade"). The scope of this agreement is for transportation of vehicles and other RORO cargo.

ARTICLE 5: AGREEMENT AUTHORITY

5.1 Under this Agreement, the Parties may agree on the quantity of charter space to be used by either Party on an ad-hoc (as needed) basis per vessel for each shipment, on vessels owned or chartered by the other Party, on such terms and conditions as the Parties may agree. To facilitate efficient operations under this Agreement, the Parties may discuss and agree upon: the capacity and features of the vessels; the schedule and selection of the ports of loading and discharging; space requirements of one Party and the availability of space in vessels owned or chartered by the other Party; the place and timing of the provisions of space; procedures for booking space, for documentation, for special cargo handling instructions or requirements; and for other administrative matters relating to chartering and transportation provided under this Agreement.

5.2 Compensation for any space chartered pursuant to this Agreement shall be upon such terms and at such hire as the Parties may from time to time agree. Billing and payment terms and conditions shall also be as agreed between the Parties from time to time.

5.3 The parties may discuss and agree upon such general administrative matters and other terms and conditions concerning the implementation of this Agreement as may be necessary or convenient from time to time, including their respective rights, change in ownership, insolvency, performance procedures and penalties, procedures for allocating space, forecasting, terminal operations, stowage planning, schedule adjustments, record-keeping, responsibility for loss or damage, the terms and conditions for force majeure relief, insurance, liabilities, claims, indemnification, consequences for delays, port omissions, documentation, joint negotiations, and treatment of hazardous and dangerous cargoes.

5.4 Further Agreements. Pursuant to 46 C.F.R. § 535.406, any further agreement contemplated herein will not be valid until filed and effective under the Shipping Act of 1984, as amended, except to the extent that such agreement concerns routine operational or administrative matters as defined in 46 C.F.R. § 535.40.

5.5 Implementation. The parties shall collectively implement this Agreement by meetings, writings, or other communications between them and make such other arrangements as may be necessary or appropriate to effectuate the purposes and provisions of this Agreement.

ARTICLE 6: OFFICIALS AND DELEGATIONS OF AUTHORITY

The following are authorized to subscribe to and file this Agreement and any accompanying materials and any subsequent modifications to this Agreement with the Federal Maritime Commission:

- (i) Any authorized officer of either party; and
- (ii) Legal counsel for either party.

ARTICLE 7: MEMBERSHIP AND WITHDRAWAL

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by

their duly authorized officers or agents as of the 17 day of February 2017:

Volkswagen Konzernlogistik GmbH & Co. OHG

Signature:



Name: Ashley W. Craig

Title: Counsel for Volkswagen Konzernlogistik GmbH &
Co. OHG

NYK Line

Signature:



Name: JOHN GRBIC

Title: SR. DIRECTOR